IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2916 OF 2003

IN

SUIT NO. 3086 OF 2003

Infrastructure Leasing
& Financial Services Ltd., .. Plaintiff.

vs.

DSQ Holding Ltd,. & Ors. .. Defendants.

Mr. Virag Tulzapurkar i/by Negandhi Shah
& Himayatullah for plaintiff.
Mr. Rajesh Patil i/by Hemani Juriya
for defendant nos. 1 to 5.

CORAM : S.U.KAMDAR, J.

DATE : 1st February, 2006.

P.C.

. The present suit is filed by a financial institution for the recovery of Rs. 3.72 crores from the defendants. It is not in dispute that the property at M1 to M3 which are various immovable properties are mortgaged as securities for repayment of the aforesaid amount. By a letter dated 19.2.2002 being Exhibit P to the plaint the defendant has also admitted the liability of an

outstanding amount of more than Rs. 2 crores. Even the cheque which was given has been dishonoured.

2. The only defence raised is that the issue of jurisdiction was raised in chamber summons for revoking clause 12 leave and that the said chamber summons is dismissed and appeal therefrom is also dismissed however they are proposing to file a special leave petition and therefore this Court should not grant interim reliefs. The second contention raised is that there is no ground made out for appointment of receiver in respect of the said property. In light of the Full Bench judgment of this Court in the case of State Bank of India v. Trade Aid Paper and Allied Products (India) Pvt. Ltd, and others, reported in AIR 1995 Bom. 268 the receiver is required to be appointed with a direction not to dispossess the defendant and the defendant be appointed as an agent of the receiver. The said appointment of the defendant as an agent would be on such terms and conditions as Receiver may deem fit but excluding the term as to the security but of royalty or compensation. In an event if the defendants fails to become agent of the Court Receiver then he will be at liberty to appoint any outsider as a highest bidder as his agent on usual terms and conditions including that of security. Motion disposed of accordingly. No order as to costs.